

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 47
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SANDBLAST PRIME PAINT AND BIBS FFP</p> <p>The Contractor shall provide all necessary personnel, supervision, management, and associated support for non-personnel services to sandblast, prep, prime, paint and Built in Breathing System (BIBS) Valve Replacement of the YDT-18 Recompression Chambers in accordance with the Statement of Work (SOW) for Naval Diving and Salvage Training Center, Panama City, FL.</p> <p>The estimated periods of performance to complete the overhaul are based upon the availability of the shipyard and parts as follows: YDT-18: 01 June 2015 thru 13 August 2015.</p> <p>YDT-18 will have a two week period alongside the NDSTC pier before going to a shipyard (location to be determined) for the vessel overhaul work. Following the shipyard period the vessel will return to NDSTC piers for a three week period to wrap up chamber work and re-certification of the Chamber systems</p> <p>FOB: Destination MILSTRIP: N0610A15RCP2908 PURCHASE REQUEST NUMBER: N0610A15RCP2908 SIGNAL CODE: A</p>	1	Group		

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PERFORMANCE WORK STATEMENT**I. References:**

- A. NAVSEA-OOC3-PI-001, Recompression Chamber Interior Painting & Sampling
- B. U.S. Navy Diving and Manned Hyperbaric System Certification Manual SS521-AA-MAN-010, Rev 2 Dated 1 Nov 2006
- C. YDT 18 DLSS Drawings listed under #53711-592-7371361, 53711-592-7371370 and 53711-592-7371363
- D. US Navy Diving Manual SS521-LP-708-8000, Revision 6
- E. Standardized Diver Re-entry Control Procedures
- F. MIL-STD-1622, Cleaning of Shipboard Compressed Air Systems
- G. MIL-STD-1330, Standard Practice for Precision Cleaning and Testing of Shipboard Oxygen, Helium-Oxygen, Nitrogen and Hydrogen Systems
- H. National Equipment Manufacturers Association (NEMA)
- I. Occupational Safety and Hazards Administration (OSHA)
- J. American Society of Manufacturing Engineers (ASME)
- K. Cleaning & Gas Analysis for Diving Applications, SS521-AK-HBK-010 and NAVSEA TS500-AU-SPN-010
- L. Society for Protective Coatings SSPC-SP10 Near-White Blast Cleaning
- M. NSAPCFLINST 5090.1B, Hazardous Waste Management Plan

II. Period/Place of Performance Yard Diving Tender (YDT-18)

- 1) Period of Performance: Contracted chamber work will be performed between the dates of 01 Jun 2015 to 13 Aug 2015
- 2) Place of Performance: The YDT-18 will have a ten (10) week period alongside the Naval Diving and Salvage Training Center (NDSTC) pier located on Naval Station Activity (NSA) Panama City (PC), Florida to perform the required chamber work as outlined below.
- 3) Timeline:
 - (a) Parts: Contractor shall order/procure all necessary parts and materials 15 days after receipt of award.
 - (b) Post Award Meeting: The contractor shall schedule a post-award meeting with NDSTC Engineering Officer 10 Days after contract award to provide a work plan, equipment recommendations for GFI, O2 and CO2 Analyzers and an order status of parts and materials.

III. Purpose:

The contractor shall provide all labor, supervision, management and materials as defined in this statement of work. This Statement of Work (SOW) outlines the requirements as well as defining the specific work requirements for paint removal, surface preparation, repainting, atmosphere sampling, and View Port Replacement of the interior of steel recompression chamber associated with the YDT-18. The procedures and references outlined in this SOW and contained in references A. through M. and the guidance of this SOW will be used to plan, cost estimate and complete the interior painting of the YDT-18 Recompression Chamber as well as replacement of the chamber Built In Breathing System (BIBS) external Supply and Exhaust valves with Government Furnished Equipment (GFE) valve replacements. The valves to be provided to the contractor and replaced are:

- 1) Outerlock Supply valve- "OX-V-853"
- 2) Outerlock Exhaust valve- "EX-V-855"
- 3) Innerlock Supply valve- "OX-V-852"
- 4) Innerlock Exhaust valve- "EX-V-854"

IV. Scope:

The scope of this requirement is limited to accomplishing the statement of work and all tasks therein. References A. thru M. outline the technical references which will be used to perform the internal application of a new paint system inside the YDT-18 Chamber as well as replacement of the chamber view ports and chamber BIBS hull valves with commercially available Government furnished equipment (GFE) as well as selected equipment outlined in section IV, 7) below. Specifics of each statement of work task and contract requirement are as follows:

- 1) **Chamber pre-sandblasting preparation-** The contractor shall prepare the chamber interior for paint removal with the controlled removal of all: internal assemblies, piping, viewports (for replacement), hangers, BIBS Manifolds, exhaust manifolds, Environmental Control System (ECS) blowers and associated wiring/piping, deck plates and supporting structure, and Communication systems to include both powered communication boxes and sound powered systems in both inner and outer locks, o'rings in both inner and outer lock doors, blanked off fittings, Medlock inner pressure door, metal bunks and associated hardware and any other item which may be damaged from paint removal or later application.

(a) When removing the existing viewports they need to be handled with care to prevent dropping, scratching or causing any contact damage to occur. The contractor shall purchase new viewports and associated software complete with all Objective Quality Evidence (OQE) to replace existing viewport assemblies. The existing (removed) viewports will be turned over to NDSTC Engineering department upon removal. All viewport software will be replaced with new software.

(b) When the ECS system is disconnected the water/propylene coolant will be collected and held for proper disposal and or replacement by the contractor.

(c) The contractor shall ensure all removed internal chamber equipment and assemblies are kept in segregated storage, are properly tagged and identified and clean prior to reinstallation in the chamber interior.

(d) All removed chamber air/gas supply and exhaust piping, caps and manifolds will be maintained in the cleanliness standard for Divers Air or Oxygen, references B., D., E., F. and G.

(e) The Medlock doors will be removed and the sealing surfaces protected from blast and follow-on paint application.

(f) The CANTY lights can stay installed, however the Fiber Optic surfaces visible inside both the Inner and Outerlock need to be protected from all work and paint application.

2) **Removal and Replacement of Inner and Outer Lock BIBS Supply & Exhaust valves-** The contractor shall remove the Inner and Outer Lock Supply and Exhaust valves outlined in section III above. The present valves are no longer commercially supported and can no longer be repaired and so must be replaced. The government will supply the replacement valves which will be four valve assemblies. All other associated piping and materials to weld these valves in place will be the responsibility of the contractor. Reinstallation of GFE valves, flanges and associated parts and assemblies will require all the Objective Quality Evidence (OQE) required in references B. thru K. OQE requirements for this portion of the work will include:

(a) All purchase orders for all components

(b) All weld records to include weld material, eye exams, welder qualification for type weld and material.

(c) All hydrostatic testing documents for each component and/or assembly.

(d) All oxygen clean documentation

(e) All controlled assembly documentation

(f) All system tightness testing

(g) All joint tightness testing documentation

(h) All operational testing documents

(i) Certificates of Conformance for all new purchased material, parts and assemblies.

(j) American Society of Manufacturing Engineers (ASME)

(k) Cleaning & Gas Analysis for Diving Applications, SS521-AK-HBK-010 and NAVSEA TS500-AU-SPN-010

Note: NDSTC will assist in system Tightness and Joint tightness testing if conducted using system gas. New valve installation will be considered completed when all testing is satisfactory in accordance with the references B. thru J. above.

3) **Preparation for Painting of YDT-18 Chamber:** The contractor shall prepare, sandblast to bare metal, clean, prime and paint the YDT-18 chamber interior to include Inner & Outer Locks, bilges and pressure doors. The painting will be performed in accordance with reference A. using the paint system called out in the Process Instruction contained in reference A. The contractor shall follow the following processes:

(a) Painting Plans- All painting plans must be submitted by the contractor and approved by NDSTC's Engineering Officer.

(b) All preparation, blasting and painting must be completed as soon as possible to allow proper off-gassing of the paint in preparation for the final atmosphere "Bomb Sample".

(c) Hazardous Materials Handling and Disposal- The contractor and the paint team shall be required to receive Hazardous Material Handling training before any work can be performed. This training can be performed by the Hyperbaric's Division Officer in about one hour. All hazardous materials must be handled and disposed in accordance with approved NSA-Panama City requirements per reference M.

(d) Painting Materials- Paints shall be delivered in original factory containers that plainly show the designated name, specification number, batch number, color, date of manufacture and manufacturer's directions. All painting materials for the interior of the YDT Chamber shall be per reference A.

(e) Surface Preparation- Threaded hardware, stainless steel, other metal surfaces, CANTY Light penetrators, viewport retaining rings, hatch sealing surfaces and all other penetrators shall be masked and protected prior to any surface preparation and follow-on coating operations. Following the completion of painting, masking and/or other protective materials shall be removed and all protected surfaces carefully cleaned to remove all residue or adhesive left behind.

(f) Work Enclosure- The contractor shall construct an enclosure prior to sandblasting or painting which will be situated to isolate the Chamber Compartment from the blasting/painting process. The enclosure will be constructed of light weight material similar to "Glove Bag" type enclosures. The Enclosure can be fixed to the Chamber entry door by tape and the other adhesive to the Water Tight vertical hatch from the exterior to the Chamber room. The enclosure shall be kept in satisfactory condition throughout the process so as to prevent any sandblasting or removed material from being introduced to the air or surrounding compartment. The enclosure will be equipped with a negative pressure system to assist in preventing debris from being forced outside of the work area.

(g) Interior Surface Blasting- The entire Interior of the chamber shall be abrasive blasted or mechanical centrifugally blasted to "white metal" in accordance with SSPC SP-10 standards per reference L. Bare surfaces shall be cleaned of any loose scale, rust, dirt, and or other deleterious substances which may impede good paint adhesion. Personnel performing sandblasting shall conform to the paragraph entitled "SAFETY" below.

(h) Shot Disposal- The contractor is responsible for containing and proper disposal of all sandblasting materials, residue and materials in accordance with reference I and other NSA-Panama City HAZMAT disposal requirements.

4) **Chamber Paint Application for the YDT-18 Chamber:**

(a) After being sandblasted, and cleaned in preparation for painting in accordance with reference A., all interior surfaces of the chambers Inner & Outer Lock to include the interior surfaces of doors shall be painted in accordance with sections Two and Three of reference A.

(b) **Paint Inspection-** After the Primer coat has dried for the specified time, the interior of the chamber shall be inspected for porosities. Porosities shall be marked and patched with primer. The finished surfaces of the chamber shall be free from runs, sags, and variations in color, texture and finish. All surfaces including edges, corners, crevices, welds and fasteners shall receive a film thickness equivalent to adjacent painted level surfaces. Each coat shall be inspected during and immediately after application for wet film thickness, pinholes, runs and sags. The film thickness shall conform to the specifications of this contract and reference A. Pinholes, runs, and sags on the painted surfaces shall be repaired immediately while the paint is still wet, by removing the paint in the affected area and reapplication of the coat. Pinholes still visible after the last coat has been applied must be filled properly. Each coat shall dry and be determined "hard" before application of the next coat and all paint work shall be subject to inspection at any time to ensure strict compliance with the specifications.

(c) **Damage Repair-** Surfaces damaged by the contractor during the painting processes shall be refurbished to "as new" condition at the contractors cost.

(d) **Safety-** In all buildings and areas where painting, as called out in this specification is accomplished, the contractor shall take special precautions to see that proper ventilation is provided. Continuous forced-air circulation must be provided during coating application. In confined areas, workmen in accordance with reference I. must wear airline respirators with a source of low pressure fresh breathing quality air. Precautions shall be taken to provide eye protection for the workmen when spraying. No painting shall be done adjacent to any fire hazard such as welding or open flame.

(e) **MSDS Sheets-** OSHA Material Safety Data Sheets shall be provided for the paint system called out in this specification to include all solvents or thinners used in the preparation of the surfaces or mixing, thinning and cleanup chemicals.

(f) **Painting Workmanship-** All work shall be done by skilled painters in a manner to produce a smooth, workman-like finish and finished product. Any final painted surface should be free of sharp protrusions, pockets and pinholes. Paint determined to be incorrectly applied shall be repaired immediately at the contractor's expense to include any retest cost and atmospheric test verification or Bomb Sample.

(g) **Extra Paint-** The contractor shall provide one gallon of unopened and unused paint used in this specification and the paint shall be in new, unopened containers, clearly marked with date of manufacturer.

(h) **Weekend Painting-** All painting which is done by the contractor shall be closely coordinated with the NDSTC Hyperbaric's Division Officer as well as the vessel's Master. If a Sub-contractor is used for the painting portion then the Prime Contractor will have one of its own responsible employees on site on the vessel being painted to be responsible for the specification of this contract and to ensure security precautions specific to the facility are observed and followed by the subcontractor.

5) **Ambient Interior Chamber Gas Analysis-** The contractor shall perform an Ambient Chamber Gas Analysis, also known as "Bomb Sample", as soon as practicable not to exceed 31 July 2015. The samples can be taken using the installed vessel DLSS Air System with the assistance of the NDSTC Hyperbaric's division to set up, pressurize and assist as needed in the sampling process. Ambient samples shall be taken following a 24 hour "Soak Time" of the Inner & Outer Lock at 60 feet of sea water. Each chamber must pass the interior atmosphere gas analysis requirements of the table provided below:

CONTAMINANT	MAX LIMIT (PPM)
Butyl Alcohol	100
Isopropanol	50
Toluene	50
Methyl Isobutyl	100
Ketone Vinyl Chloride	2

Benzene	1
Carbon Dioxide	1000
Carbon Monoxide	20
Methane	1000
Total Hydrocarbons less Methane	25
Halogenated Hydrocarbons	5

6) **Drawings-** NDSTC Engineering Technician (Drafting) will provide the drawing modifications for the BIBS valve(s) replacement. The contractor shall provide all information on the replacement of the four BIBS Supply and Exhaust valves (per vessel) to Engineering Technician (Drafting) in enough time and detail to facilitate the accurate correction of existing drawings. This information will include, but is not restricted to, all part data, component breakdown, and product data sheets.

7) **Parts, Equipment and Material-** The contractor SHALL provide the following parts, equipment and material in addition to new software kits, consumables, supplies and materials incidental to this contract.

The contractor shall provide as part of the repair the following parts, equipment and material:

(1) View Ports - MFR's Cage 53711 Part Number 7371370-1

(2) Paint, Interior Primer Coat - N10G00350-20 Epoxy Polyamide Coating type III, F-150GR

(3) Paint, Interior Finish Coat (white) - N10W00352-20 Epoxy Polyamide Coating Type III, F-152WH

(a) Carbon Dioxide Monitor – Contractor will recommend a CO₂ Monitor which fits the “foot-print” and power availability on the chamber to the NDSTC Engineering Officer for approval prior to purchase which has equal to or greater capability. The current monitor is a Model Analox 5001 USN built by Scottish Environmental Protection LTD. This carbon dioxide analyzing system is an electronic measuring instrument that uses an infrared light to sense the amount of carbon dioxide in the inner lock atmosphere.

(b) Oxygen Monitor – Contractor will recommend an O₂ Monitor which fits the “foot-print” and power availability on the chamber to the NDSTC Engineering Officer for approval prior to purchase which has equal to or greater capability. The current monitor is a Model 326 analyzer built by Teledyne Analytical Instruments (TAI). This unit utilizes a micro-fuel cell to measure the concentration of oxygen in a gas stream.

(c) Chamber Ground Fault Indicator (GFI) Breaker – Contractor will recommend a GFI which fits the “foot-print” and power availability on the chamber to the NDSTC Engineering Officer for approval prior to purchase which has equal to or greater capability. The current GFI is a Model 9201-SCFI built by Ameron International. This GFI unit contains a high-capacity isolating transformer that prevents direct connection between the primary and secondary windings, and an electronic sensing circuit that continuously monitors the ground fault path and cuts off the power if the current flow exceeds 0.75 mill amperes.

V. Requirements:

1) Provide a Plan of Action & Milestones (POA&M) outlining the entire chamber painting process. This plan will address major milestones, a method to accomplish all the work contained herein, ways to minimize mutual interference with other work to be performed, and return the Recompression Chamber to ready certified service in accordance with references A., B., C., D. and E.

2) The contractor shall provide and install an exterior cover for the chamber which will protect the chamber exterior and all components, electrical and mechanical from the processes of sand blasting and painting.

The protective cover will be attached so as not to allow sandblast grit or stray paint to collect on any exterior surface, vertical or horizontal.

3) The contractor shall also take the necessary precautions prior to sandblasting to ensure the rest of the components in the space containing the chamber are also covered so as not to allow sandblast grit or stray paint to collect on any surface or object within the room. Additionally all ventilation ducts will be covered with plastic and secured against any foreign matter being introduced into the ducting.

4) All work and follow-on certification **must be performed within the given time constraints as outlined in this contract.**

5) Upon the receipt of a satisfactory interior chamber atmosphere sample, the contractor shall remove protective covers, tape and other items employed to protect the chamber and the chamber room. All dust, paint over spray and adhesive residue will be removed from all vertical and horizontal surfaces returning the chamber and the chamber room to the condition they were in prior to the start of this SOW.

6) Provide all technical data and deliverables in an auditable fashion. This data includes but is not limited to all Objective Quality Evidence (OQE), Certificates of Compliance (COC), Original Equipment Manuals (OEM) or "cutsheets", MSDS Sheets for chemicals, paints and solvents used.

7) The contractor shall work closely with NDSTC personnel to ensure the efforts of the contractor and government is closely coordinated in an effort to preclude any possible mutual interference.

VI. Deliverables

The contractor shall provide the below deliverables during the performance of the SOW (as required) and at the completion of this SOW. In no particular order:

1) Plan of Action & Milestones (POA&M) which outlines in detail the entire effort to complete this SOW. Include sequence of the project from parts and consumable ordering, to reassembly of the chamber interior, support testing and final certification by the government. The final POA&M is due within 30 days after contract award and must be accepted by the government prior to work beginning.

2) The contractor shall provide one copy of all OQE information in three ring binders with indexes and dividers for each principle item, relative to reference B. quality assurance provisions in sufficient depth, detail and organization for all components and materials installed as part of this SOW. All QA documentation shall be legible, accurate, auditable and complete. Each document shall be dated and signed and shall indicate, by the signature, that the subject work, procedures, materials and components meet the requirements of this SOW, references A., B., C., F., G. and the manufacturers recommendations. The OQE shall include but is not limited to copies of:

(a) An interior off-gassing purity analysis reports meeting the requirements listed in reference A. will be performed. These samples shall be taken so as to encompass the entire chamber, Inner and Outerlock for which the test represents.

(b) Material Safety Data Sheets (MSDS) for all paints, solvents and other hazardous material intended for use on this project.

(c) Certificates of Compliance (COC) for all new parts purchased or used in the performance of this SOW. In the absence of OEM COC documentation, the Prime Contractor will use the purchasing document from the original manufacturer and will provide a "Prime Contractor" shall COC outlining the specific parts, part number, quantities, required testing, expiration dates, cure dates and warranty.

(d) The contractor shall provide a "plan view" of the interior chamber Innerlock and Outerlock documenting both the locations of the newly installed viewports as well as the mil thickness inspection of both the primer and top coats.

(e) All required records per reference B. to include all welding qualifications, eye tests, weld log, heat numbers, and joint identification.

3) The criticality and hazards of safely working on and certifying DLSS systems requires the contractor to have liability insurance. The contractor shall procure, at the contractor's expense, show and keep in its possession statutory Worker's Compensation and General Commercial Liability Insurance with a limit not less than \$250K covering U.S. Navy government owned equipment. A valid certificate of insurance which is current and fully active for the period of services by the contractor naming NDSTC as an additional name insured and specifying such coverage. This insurance shall be provided to the Contracting Officer and NDSTC prior to the commencement of any and all services fulfilling this contract. Failure to provide this insurance certificate shall disqualify any contractor for all work associated with this project.

4) Provide the proper identification to the government representative that any and all contractor or subcontractor personnel hired to request access to the government facility or the vessel to which labor will be performed have been each screened to be United States Citizens. Such verification shall be properly filled out by the Prime Contractor for all personnel hired or working under this contract. Badging must take place for any contract personnel working for more than a total of three consecutive days on the government facility or the vessels described under this contract.

VII. General Paragraphs:

1) Special Performance Requirements- Attention of prospective offerors is called to the fact that this contract calls for the fabrication and repair of life sensitive support systems. Failure to adhere to the highest standards of metallurgy, welding and workmanship will create severe hazards to life and persons working with this equipment and these systems. Failure at any time to meet these requirements may be cause for termination for default, and in any event will be cause for government rejection of plans, drawings, procedures or components.

2) Contractor Technical Responsibility- This contract contains technical requirements to which the contractor must adhere; however, it is the contractor's responsibility to confirm by engineering analysis that component sizes, choices sited herein are adequate to safely perform the operational/Performance Requirements of reference A. through J. Any technical issues or data not specified herein or within references A. through M. are at the discretion of the contractor. The contractor shall cite his intentions in these areas as soon as they become known by Request for Information or Intention (RFI). The government will respond in two working days on each RFI received.

3) Conformance Requirements- Omissions from drawings, specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work but they shall be performed as fully and correctly set forth and described in the drawing and specifications.

4) Contractor Site Verification Check- This contract requires the performance of critical chamber and DLSS system repairs and modification concurrent with other ship's overhaul work in-progress. The contractor is strongly encouraged to perform site verification checks of the vessel, its moorings and location.

5) Station Regulations- The contractor and his employees and subcontractors shall become familiar with and obey all station regulations including fire, hot work procedures, traffic, environmental and security regulations. All personnel employed on the station or at the vessel location shall keep within the limits of the work and avenues of ingress and egress. Personnel shall not enter any area for which they

have no business or is restricted in any way by security access, but should instead ask and receive proper access for any area for which they desire access that may be restricted. The contractor's vehicles, tool and materials shall be conspicuously marked for identification.

6) Access to the Vessel and Working Hours- Regular working hours shall be an 8 1/2 hour period established by the government between 7 a.m. and 5 p.m. Monday through Friday, excluding government holidays. For weekend or holiday work, the contractor shall make an application to the Hyperbaric's Division Officer for work outside the regular hours two (2) working days in advance of such a request.

7) Existing Conditions and extra obligations of the Contractor- The contractor shall be working in completed sections of the vessel at various times of other work in progress. The contractor shall endeavor to keep his equipment clear of all other work and employed in such fashion as to eliminate safety hazards.

8) HOT WORK- The contractor shall ensure he obtains the required HOT work "Chits" from the Base Fire Department prior to the commencement of any HOT Work. Additionally, the Hyperbaric's Division Officer and the Vessel Master will be made aware and their permission/concurrence given before HOT Work may proceed. The contractor is responsible for supplying his/her own "Fire Watch" when HOT Work is in progress. The Fire Watch will be properly outfitted with Personal Protective Equipment (PPE) and firefighting equipment by the contractor and will be properly briefed on his/her responsibility prior to HOT Work commencement. The Fire Watch will not secure until either 15 minutes following HOT Work securing or with the express permission of the vessels Master (Captain) or his designated representative.

9) Storage Areas- Unsecured outside space immediately next to the vessel pier side at NDSTC can be made available to the contractor upon request.

10) Cooperation with NDSTC Personnel- Attention is invited to the fact that normal school operations cannot be interrupted. The contractor shall cooperate and coordinate his work to avoid conflict with and interruption of the work of another insofar as practicable. In the case of conflict with normal school operations that cannot be resolved satisfactorily by local management, the matter shall be referred immediately to the Contracting Officer for decision, and such decision shall be the final one subject to the right of appeal in accordance with the terms of this contract.

11) Hazardous Materials Handling- The contractor is responsible for submitting a list of all Hazardous Materials proposed for use within the scope of this contract. This includes the Material Safety Data Sheets (MSDS) for each separate component, a minimum of 10 days prior to scheduled usage of the materials to the Contracting Officer's technical Representative (COTR) and the NDSTC Engineering Officer, to obtain government approval.

"All personnel involved in the "on-site" contract performance and or administration must attend a NSA-PC Environmental Brief, prior to the start of any work."

This can be arranged by NDSTC Engineering or Supply Department personnel.

All Hazardous materials used and waste generated in the course of this contract that are or must be removed from the NDSTC Facility and Naval Station Activity, Panama City (NSA-PC) must be disposed of as specified by the Florida state code for disposal of Non-hazardous and hazardous materials. The contractor is responsible for obtaining the DOT approved shippable containers used to transport the HAZMAT/HAZWASTE to an approved receiving facility. Documents signed by the receiving facility once the material reaches it's final destination need to be returned to the NDSTC Engineering Officer and copies forwarded to the NSA-PC Environmental Office code PCXD42, for reporting purposes.

12) Repair and Restoration- If any process described herein causes damage to other existing features or other existing elements of the vessel or DLSS/Chamber being repaired in the performance of this

contract, then that affected area shall be repaired and restored to its original condition using similar methods and identical finish at the contractor expense.

VIII. Workmanship

Within the requirements of references A. through M., and accepted good engineering practices the Contractor shall ensure the highest degree of workmanship is performed throughout the contract. The contractor shall maintain quality workmanship no less than that found to be acceptable to references A., B., D., E., F., and G. and will be consistent with the existing mechanical and electrical systems presently installed on the vessel being repaired. All work preparation and finished work shall disallow the following conditions:

- 1) Runs in the paint
- 2) Paint not applied evenly at a consistent thickness throughout
- 3) Viewport sealing surfaces or Inner Lock and Outer Lock sealing surfaces not properly protected in accordance with reference A.
- 4) Protective coverings on unassociated equipment and room furnishings not properly protected or installed
- 5) Chamber and chamber room not restored to clean usable undamaged condition
- 6) Materials not suited to the selected application
- 7) Sand blast operators or paint crew not wearing proper personal protective equipment
- 8) HAZMAT or HAZWASTE not managed, disposed of or contained in an authorized manner

IX. Government Furnished Equipment, Labor or Services

The government will support the contractor work in the following issues:

- 1) The U.S. Navy will have the recompression chamber safely tagged out and depressurized prior to work starting.
- 2) The chamber preservation effort will be worked and performed under a NDSTC Re-entry Controlled Work package. All contractor OQE will support the closing of these REC packages for each vessel's system.
- 3) The government will provide fork lift services on a case by case basis with respect to fork-lift availability and maintenance. Any contractor required materials or equipment that is over the capacity of the NDSTC forklift, the contractor is responsible for contracting for the necessary forklift at his/her own expense.
- 4) The government will appoint a primary contract technical representative, normally the Hyperbaric's Division Officer, who will act as the sole point of contact and coordination for the performance of this contract.
- 5) The government will appoint and make available the NDSTC Quality Assurance Officer (QAO) to provide direct QA oversight, recommendations and contract audit services. The QAO will assist and attend to the smooth and correct details of contract deliverables, NAVSEA certification audits and the final acceptance of the DLSS and Chamber systems.

6) **Chamber BIBS Valves**- The government will supply the four replacement BIBS valves cleaned to MIL-STD 1330 with all required OQE outlined in paragraph III, above. The GFE replacement valves will be four valves as outlined in previous paragraphs. All other associated piping, materials and OQE to weld these valves in place will be the responsibility of the contractor.

X. Contractors Schedule and Conduct of Work

NDSTC and the contractor will conduct a pre-construction meeting for the purpose of reviewing and/or amending the contractor's POA&M to ensure the sequence of the work is sound and any situation of mutual interference with other work in progress is identified and work-around agreed to. A start date will be determined to meet both the government needs and to allow the contractor to meet contract time requirements.

The contract requirements (completion date) for the Contractor's performance shall include a period for the contractor to be on scene to support the final certification visit and testing which will be in the last week of the period of performance outlined above. This completion date is a "HARD" date and every effort must be made to ensure any item, Contract Line item Number (CLIN) or other unforeseen issues are identified early and solutions addressed and agreed to in a timely manner.

The Contractor shall provide a point of contact within their company. This person will serve as the Contractor's Contract Administrator. This Contract Administrator will be required to monitor the contract progress at all times and he/she shall be empowered to make decisions for the contractor.

Any proposed changes or alterations of the contract must be submitted to the Contracting Officer in writing for review prior to executing any such changes to the existing contract. The NDSTC Engineering Department will provide advice to the Contracting Officer in a timely manner in order to quickly resolve any contract change requests and/or questions.

XI. Inspection, Testing, Certification and customer acceptance of the repaired DLSS and Chamber Systems

The NDSTC Hyperbarics Maintenance Supervisor will provide a punch list, as discrepancies become known which require corrective action by the contractor. These items are limited to work schedule changes, work stoppage, issues of mutual interference, and conflicts between contract provisions, items that are seen as safety hazards, poor workmanship, and other issues of non-conformance of contract specifications.

NDSTC will assist the contractor in performing the final atmosphere test sample for each chamber.

XII. Warranty

All equipment, components and services supplied by the contractor shall be provided with a one (1) year warranty to the government.

The Contractor shall make a minimum of two visits to NDSTC within the warranty period to establish and confirm the requirements of this contract have been met and the equipment is operating to the required design parameters.

XIII. Manpower Reporting

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the (Name component) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during the Government fiscal year (FY), which runs October 01 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

XIV. KEY PERSONNEL REQUIREMENTS

The contractor shall provide resumes, training certificates and appropriate certifications for the following key people identified in this requirement. The qualifications noted below are minimum requirements necessary to perform this requirement successfully.

Project Manager - The Project Manager shall provide demonstrated experience in managing the maintenance and repair of Divers Life Support Systems (DLSS) and be thoroughly familiar with technical manuals and MIL-STD/MIL-SPECs that apply to system maintenance, cleanliness, testing, and certification.

Senior Technician - The Senior Technician shall provide demonstrated experience in supervising the maintenance of Divers Life Support Systems (DLSS) utilizing Re-Entry Control Procedures and be thoroughly familiar with technical manuals and MIL-STD/MIL-SPECs that apply to system maintenance, cleanliness, and testing.

Technician - Provide demonstrated experience in the use of REC procedures while performing system maintenance on a Divers Life Support System.

Welder - ASME qualified welder with a copy of welding certification, eye exam, and a summary of training.

NDT Inspector - ASME qualified with a copy of certification, eye exam, and a summary of training.

Painter - Provide demonstrated experience utilizing the painting process outlined in NAVSEA-OOC3-PI-001 Recompression Chamber Interior Painting & Sampling.

NMCARS 5237.102(90)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [named component] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

0001	Destination	Government	Destination	Government
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2015 TO 13-AUG-2015	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-2	Service Of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013

252.209-7994	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation)	OCT 2013
252.215-7008	Only One Offer	OCT 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JULY 2013)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number; N68836-14-T-0095

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or

information, or reject the terms and conditions of the solicitation may be excluded from consideration. **Note: All questions and clarifications regarding this solicitation must be submitted via email; subject line to read: Questions. Clarification for N68836-14-T-0095. The deadline dates for questions and clarifications it's 18 March 2015. All questions or clarifications shall be compiled into one (1) email. The deadline date will allow the Government adequate time to prepare and issue responses to all offerors prior to date and time set forth of receipt of proposals. All pertinent questions and answers shall be provided to all offerors as an amendment to the solicitation. All questions/clarifications shall be emailed to the contract specialist: juan.p.hernandez@navy.mil and clay.welker@navy.mil.**

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 2:00 p.m., local time, for the designated Government office on the date that offers or revisions are due. All offers are to be mailed or emailed to juan.p.hernandez@navy.mil and clay.welker@navy.mil, by date identified in block 8.

The mailing address is as follows:

Fleet Logistic Center Jacksonville
Contracts Department Code 200
Attn: Juan Hernandez
110 Yorktown Ave Bldg 110
Jacksonville, FL 32212-0097

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor I- Past Performance

Factor II-Technical Capability

- Subfactor 1: Technical Approach and Capability
- Subfactor 2: Management and Staffing Plan with Key Personnel
- Subfactor 3: Quality Control Plan and Staffing Plan

Factor III-Price Proposal

FACTOR 1 – PAST PERFORMANCE

The Offeror shall provide prior or current contract award information on three (3) previous Government contracts whose effort was relevant experience of similar size, scope and/or technical complexity performed by either the offeror and its proposed subcontractors or team members and/or proposed key personnel to the effort required by this solicitation. The contracts provided should have been performed within the last three (3) years. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be submitted. Offerors may provide other information that may be relevant in determining past performance history for the same or similar work. The information must be clear whether the work by the Offeror was performed as a prime contractor or a subcontractor. Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirement of this RFP.

In addition, Offerors shall ensure at least two (2) Past Performance Evaluation Surveys, involving work similar in nature required by this solicitation either currently being performed and/or having been performed within the last three (3) years are submitted. Prior to the solicitation close date, the Past Performance Evaluation Surveys shall be completed by clients of the Offeror and submitted to the Contract Specialist. The surveys can be faxed to the attention of Kenneth Brown at 904-542-1099 or emailed to juan.p.hernandez@navy.mil by the due date of this solicitation. The Government reserves the right to contact references for verification for additional information.

The Government may verify past performance information by contacting some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to: Contractor Performance Assessment Reporting System (CPARS) and Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

Past Performance will be rated on an “Acceptable” or “Unacceptable” basis using the ratings in the table below.

PAST PERFORMANCE EVALUATION RATINGS

Rating	Description
Acceptable	Based on Offerors performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offerors performance record is unknown. (See note below.)
Unacceptable	Based on Offerors performance record, the Government has no reasonable expectation that the Offeror will successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated acceptable or unacceptable on past performance (see FAR 15.305(a) (2) (IV)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

FACTOR 2 - TECHNICAL CAPABILITY: The offerors shall demonstrate an understanding for the solicitation requirements by describing in detail: approach, plan, performance, management, and administration the work specifically required by the Performance Work Statement (PWS). The technical capability must identify the methodology and analytical techniques the offeror will use to fulfill the PWS requirement.

Sub-factor One: Technical Approach and Capability: The offeror’s proposal should include all pertinent information to demonstrate that the offeror and proposed key personnel have the specific capability, relevant experience and thorough understanding of the fabrication and installation tasks described in the Performance Work Statement (PWS). The proposal shall clearly demonstrate the offeror’s capability and experience with the design, planning, fabrication, testing, installation, and field-testing of the described hyperbaric chamber. In addition, the proposal shall provide experience (if any) in overhauling hyperbaric systems for Naval Sea Systems Command (NAVSEA OOC) or the Naval Facilities Engineering Command, Engineering Service Center (NAVFAC ESC), or other sources, that used the same or similar codes, standards, regulations and safety factors as detailed in the provided PWS.

The proposal shall provide the capability and experience (if any) with fabrication of piping systems for hyperbaric systems on United States Ships, Service Craft or shore-based Naval Facilities. The proposal should provide detail on the methods that will be used to perform the work described and provide the capability and experience of working one site at a remote site far from the proper’s home office.

Sub-factor Two: Management and Staffing Plan with Key Personnel:

The Management Plan shall address the offeror’s proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The offeror must also address what role, if any, any proposed subcontractors will play, their relationship with the prime contractor, and how their work will be managed specific to the requirements of the PWS. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

The offeror shall provide the Government a staffing plan that includes a labor mix (labor category and number of personnel) that meets and can accomplish the requirements set forth in the PWS. The offeror must have a minimum of one ASME qualified welder, one engineer dedicated to planning the overhaul and overseeing the installation or reinstallation of the components and a site manager to provide daily program management. The plan shall describe the responsibilities of all key personnel, any proposed subcontracting arrangements, communication, and coordination with the government’s Contract Technical Representative at NDSTC. The proposed labor category or categories shall be evaluated to determine sufficiency in knowledge and skills required to successfully complete the tasking. The staffing level the contractor proposes shall be sufficient to successfully accomplish the required tasks in the required time sited in the SOW with minimal risk.

The minimum qualifications for the key personnel identified in the PWS are as follows;

Project Manager - The Project Manager shall provide demonstrated experience in managing the maintenance and repair of Divers Life Support Systems (DLSS) and be thoroughly familiar with technical manuals and MIL-STD/MIL-SPECs that apply to system maintenance, cleanliness, testing, and certification.

Senior Technician - The Senior Technician shall provide demonstrated experience in supervising the maintenance of Divers Life Support Systems (DLSS) utilizing Re-Entry Control Procedures and be thoroughly familiar with technical manuals and MIL-STD/MIL-SPECs that apply to system maintenance, cleanliness, and testing.

Technician - Provide demonstrated experience in the use of REC procedures while performing system maintenance on a Divers Life Support System.

Welder - ASME qualified welder with a copy of welding certification, eye exam, and a summary of training.

NDT Inspector - ASME qualified with a copy of certification, eye exam, and a summary of training.

Painter - Provide demonstrated experience utilizing the painting process outlined in NAVSEA-OOC3-PI-001 Recompression Chamber Interior Painting & Sampling.

Sub-factor Three: Quality Control and Safety Plan:

The offeror shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. Offeror shall therefore prepare a Quality Control Plan (QCP) and Safety Plan (SP). The plan, at a minimum, shall be simple, easy to read, clearly and concisely describe all project responsibilities such as program management, oversight, staffing, quality, safety and any logistical considerations. The plan shall describe the responsibilities of all key personnel, any proposed subcontracting arrangements, communication, and coordination with the government's Contract Specialist. Specific industry knowledge of the steps to accomplish the performance criteria in the specification shall be included as part of the project plan. A program scheduling plan outlining critical areas of effort, significant milestones, and the schedule for completion of each milestone shall be provided. All staff required to conduct the work and perform the required services must be identified.

The plan shall describe the quality assurance plan and whether it is ISO-9001 and U.S. Navy Diving and Manned Hyperbaric System Certification Manual, SS521-AA-MAN-010, Rev 2 dated 1 Nov 2006 compliant. A list of expected quality assurance checks shall be provided. The plan shall identify who is responsible for such Quality Assurance items such as weld inspection, documentation control, and drawings auditing. The offeror shall address reducing the disruption to NDSTC training schedule and the methods of communication between the remote site, home shop and the onsite NDSTC staff.

The offeror's facility or project site-based facility must be able to accommodate all of these components and the facility must also have a clean room or access to a clean room that is certified to clean the components to Navy standards without delaying the project or causing a significant increase in cost. The workforce associated with the project must also be able to handle the size and complexity of the project throughout the piping design, overhaul, painting and installation phases of this Performance Work Statement.

The proposal must identify specifically what work any subcontractor will be performing and how the offeror plans to monitor and conduct Quality Assurance checks on the work performed by the subcontractor. This includes any work the subcontractor performs at his shop.

Safety Plan-The Offeror shall submit the following information: (For partnership or joint venture, the submittal requirements for each contractor who is part of a partnership or joint venture; however only one safety narrative is required. EMR and DART rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the three previous calendar years (2011-2014), submit your EMR (which compares your company's annual losses in insurance claims against policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward and downward trends should be address as part of this element. Lower EMR's will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years (2011-2014), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer Rate (DART) as defined by the US Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that

affected the OSHA DART Rate data and upward and downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in this evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as part of the selection process for all levels of subcontractors. Also describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor work levels. The Safety Narrative shall be limited to two pages.

Note: Failure to furnish a complete solicitation package may render the proposal UNACCEPTABLE.

The Government reserves the right to award a contract on the basis of initial offers received without discussions in accordance with FAR 15.306. Therefore, each initial offer shall contain the Offerors best terms from the ability to meet the selection criteria and provide the best possible services to the Government.

The contract resulting from this solicitation will be awarded to the responsible offeror, whose offer conforming to the solicitation will be the Lowest Price Technically Acceptable offer and most advantageous to the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—

—	—
---	---

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (☐) are, (☐) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (☐) Have, (☐) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (☐) Are, (☐) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (☐) Have, (☐) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

(____) Corporate entity (not tax-exempt);

(____) Corporate entity (tax-exempt);

(____) Government entity (Federal, State, or local);

(____) Foreign government;

(____) International organization per 26 CFR 1.6049-4;

(____) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X ____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X ____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Oct 2001) of 52.219-9.
- ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (iv) Alternate III (OCT 2014) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- X____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X____ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- X____ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- X____ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- ____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X____ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X____ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.209-7999 Representation by corporations regarding an unpaid delinquent tax liability or a felony conviction under any Federal law (Deviation 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)